has reached a result squarely opposed to the Iowa case, by holding an unregistered automobile a trespasser, although there also the plaintiff was a trespasser as against the defendant only because of the defendant's rights upon the highway by virtue of the public easement. *Dudley* v. *Northampton St. Ry. Co.*, 202 Mass. 443, 89 N. E. 25; *Chase* v. *New York Central & H. R. R.*, 208 Mass. 137, 94 N. E. 377. Other courts are not inclined to hold an unlicensed automobile a trespasser. *Hemming* v. *City of New Haven*, 82 Conn. 661, 74 Atl. 892; *Atlantic C. L. R. Co.* v. *Weir*, 63 Fla. 69, 58 So. 641. An analogy which would argue against recovery in the Iowa case is to be found in the cases which hold that one traveling contrary to a Sunday statute is so far an outlaw that no duty of care as to the highway is owed him. *Johnson* v. *Irasburg*, 47 Vt. 28. Where the accident was the result of collision and not of derailment the courts have held that the plaintiff's breach of a statute, similar to the one in the Virginia case, prevented his recovery. *Missouri, K. & T. Co.* v. *Roberts*, 46 S. W. 270 (Tex.); *Little* v. *Southern Ry. Co.*, 120 Ga. 347, 47 S. E. 953. However, in the principal case the speed ordinance of four miles an hour was passed undoubtedly to protect wayfarers, not to prevent engine derailment. Now when a defendant violates a statute irrelevant to the injury resulting, the breach is not held negligence. *Gorris* v. *Scott*, L. R. 9 Exch. 125. The courts have generally disregarded this distinction in the case of plaintiffs. *Contra, Watts* v. *Montgomery Traction Co.*, 57 So. 471 (Ala.). It is submitted that there is no sufficient reason for a different test for plaintiffs than defendants, and that the plaintiff should not be barred by his breach of a statute not passed to prevent the injury sustained.

OFFER AND ACCEPTANCE — UNILATERAL CONTRACTS — MISTAKE IN TRANSMISSION OF OFFER BY TELEGRAPH COMPANY. — The defendant incorrectly transmitted the specifications in the plaintiff's telegraphic order for machinery. The addressee accepted the offer according to the altered specifications. The plaintiff received the machines and paid the price. Subsequently the plaintiff took an assignment of, and now sues on, the addressee's rights against the defendant. *Held*, that the plaintiff may recover. *Jackson Lumber Co.* v. *Western Union Tel. Co.*, 62 So. 266 (Ala.).

The responsibility of an offeror for a telegraphic offer delivered in an altered form has been much disputed. Many courts deny his liability. *Pepper* v. *Western Union Tel. Co.*, 87 Tenn. 554, 11 S. W. 783. But the weight of authority supports the better view, namely, that the offeror's intent as expressed to the reasonable offeree must govern, and that a valid contract arises on the acceptance of the offer received. *Haubelt* v. *Rea, etc. Mill Co.*, 77 Mo. App. 672. See 24 HARV. L. REV. 244. The sender may then hold the telegraph company directly for his loss. *Ayer* v. *Western Union Tel. Co.*, 79 Me. 493, 10 Atl. 495. The principal case, however, assumes that there is no contract and allows the sender to recover on the assignment of the addressee's right of action in tort against the defendant for the damage suffered in acting upon a telegram negligently transmitted. *New York, etc. Tel. Co.* v. *Dryburg*, 35 Pa. St. 298. See 19 HARV. L. REV. 474. The introduction of this tort liability in favor of the addressee as the basis of the action is, at best, difficult to support on legal theory. *Dickson* v. *Reuter's Tel. Co.*, L. R. 3 C. P. D. 1. In the principal case, moreover, the action would fail for want of damage to the addressee if the sender were held to the contract, or if the payment made should be construed as mitigating the addressee's damages instead of subrogating the plaintiff to the addressee's rights.

PARENT AND CHILD — ABDUCTION OF CHILD — RELATION OF MASTER AND SERVANT NOT ESSENTIAL TO RECOVERY. — In an action by a father for the abduction of a child of seven years, the complaint contained no allegation of loss

of service. *Held*, that a demurrer on that ground should have been overruled. *Howell* v. *Howell*, 78 S. E. 222 (N. C.).

Originally a father's action for the abduction of a child seems to have included only cases of abduction of an heir, in whose marriage he had a valuable right. See 3 BL. COM. 140; *Barham* v. *Dennis*, Cro. Eliz. 770. Subsequently he was allowed an action for injury to his parental rights by the fiction, *per quod servitium amisit*. *Tullidge* v. *Wade*, 3 Wils. 18. See also *Norton* v. *Jason*, Styles 398; *Russell* v. *Corne*, 2 Ld. Ray. 1032. American courts have recognized a right of recovery for the expense of caring for an injured child on the ground of his obligation to care for his offspring. *Dennis* v. *Clark*, 2 Cush. (Mass.) 347; *Contra*, *Grinnel* v. *Wells*, 7 M. & G. 1033. See *Hunt* v. *Wotton*, T. Ray. 259, 260. With this exception protection of his parental rights is extended to him as master rather than as father. *Whitbourne* v. *Williams*, [1901] 2 K. B. 722. English courts, though recognizing this rule as a mere fiction, have at times applied it stringently. *Grinnel* v. *Wells*, *supra*; *Hamilton* v. *Long*, [1903] 2 I. R. 407, [1905] 2 I. R. 552. American decisions are more liberal. *Martin* v. *Payne*, 9 Johns. (N. Y.) 387; *Parker* v. *Meek*, 3 Sneed (Tenn.) 29; *Magee* v. *Holland*, 27 N. J. L. 86. Universal recognition of the injury to parental rights as the basis for assessing damage lessens the injustice but not the absurdity of the fiction. *Bedford* v. *McKowl*, 3 Esp. 119; *Phelin* v. *Kenderdine*, 20 Pa. 354. Even courts that go far in deploring the technicality still feel themselves bound by it. *Washburn* v. *Abram*, 122 Ky. 53, 90 S. W. 997. The principal case is a distinct step forward. Two jurisdictions have like rules. *Kirkpatrick* v. *Lockhart*, 2 Brev. (S. C.) 276; *Anthony* v. *Norton*, 60 Kan. 341, 56 Pac. 529. In another the rule is statutory with regard to actions for seduction. HOW. ST. (Mich.), 2 ed., 13133.

PARTNERSHIP — RIGHTS AND REMEDIES OF CREDITORS — DISTRIBUTION OF ASSETS OF INSOLVENT PARTNERSHIP AND INSOLVENT DECEASED PARTNERS. — Two partners died insolvent and the partnership was also insolvent. In the probate court the question arose as to the distribution of the assets of the insolvent estates. *Held*, that the partnership creditors be preferred as to partnership assets and share equally with the separate creditors in the distribution of the separate estates. *Robinson* v. *Security Co.*, 87 Atl. 879 (Conn.).

The principal case departs from the general common-law rule, which is that partnership assets are to be distributed among partnership creditors and separate assets among separate creditors, and the excess of either estate is to be applied to the deficiencies of the other. See *In re Wilcox* (D. C.), 94 Fed. 84. But the general rule neither attains justice nor is it to be supported on any logically developed theory. *Camp* v. *Grant*, 21 Conn. 41. See 18 HARV. L. REV. 495; 20 HARV. L. REV. 589, 591. The general rule seems to be another of the numerous compromises between the mercantile or entity theory of partnership and the common-law or aggregate theory. If the aggregate theory were followed consistently, the obligations of partnership being merely joint obligations of the several partners, the rule of distribution would be that both partnership creditors and the separate creditors of the individual partners would share equally as well in the separate estates of the partner as in the partner's share of the partnership assets. If we follow the entity theory we reach the result of the principal case, since the firm would be primarily liable to the partnership creditors and the partners individually would be sureties. See article by Brannan, 20 HARV. L. REV. 589, 591; CORY, ACCOUNTS, 2 ed., 124; LINDLEY PARTNERSHIP, 8 ed., 815. The mercantile theory is the result of convenience, logic, and experience, while the common-law theory is a derivative of an imperfect Roman law analogy. See 24 HARV. L. REV. 591, 603. Therefore the latter often breaks down where the two conflict. Thus it would seem that the solution of these difficulties is only to be found by dropping the mask and expressly adopting the entity